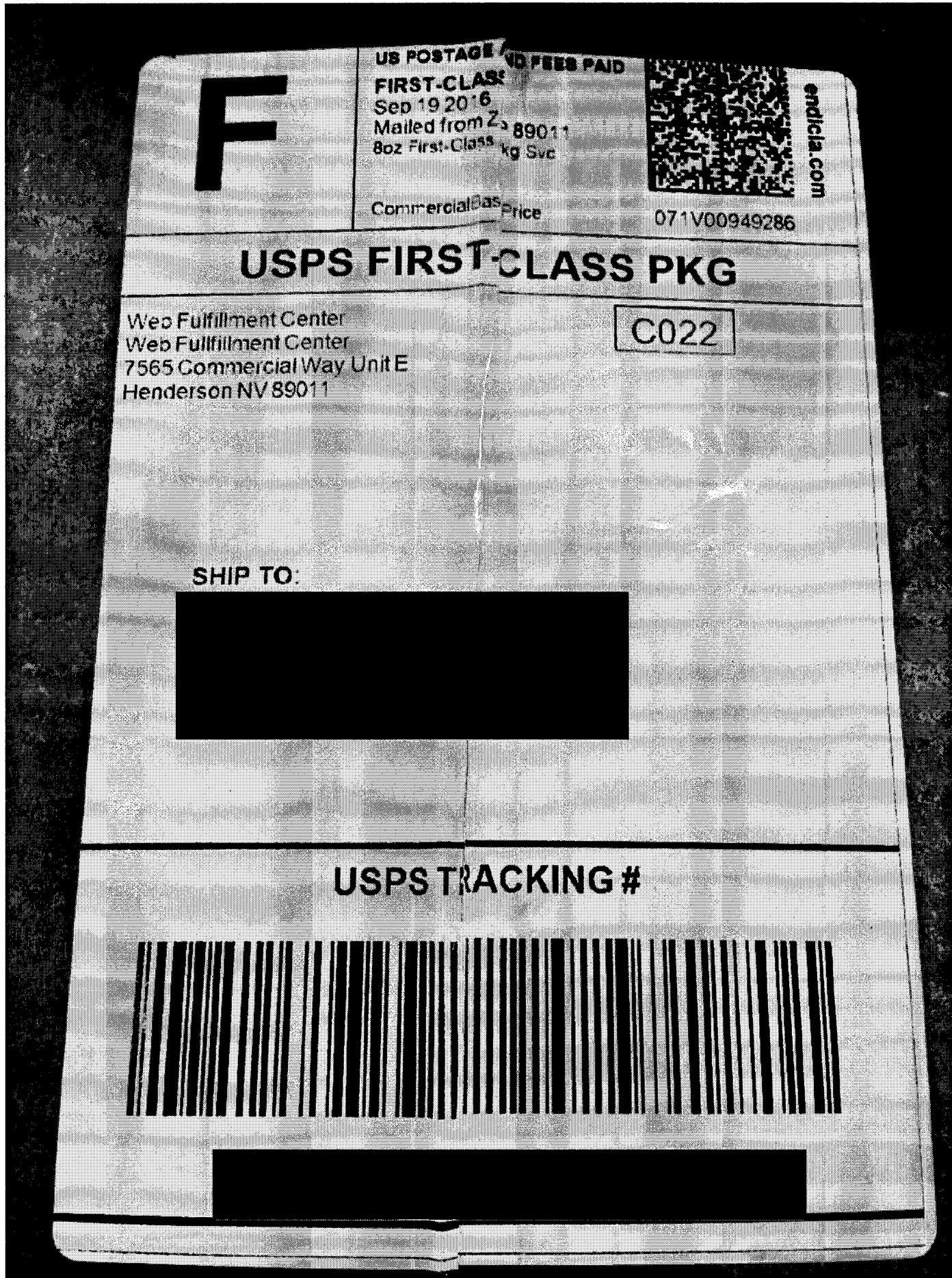


PX1

Ostrum Attachment M

Photographs



Innovation White
www.innovationwhite.com
INDIANAPOLIS, IN 317.508.5759
UK 087642807 | AUS 1300792347

Refreshing
Mint Flavor

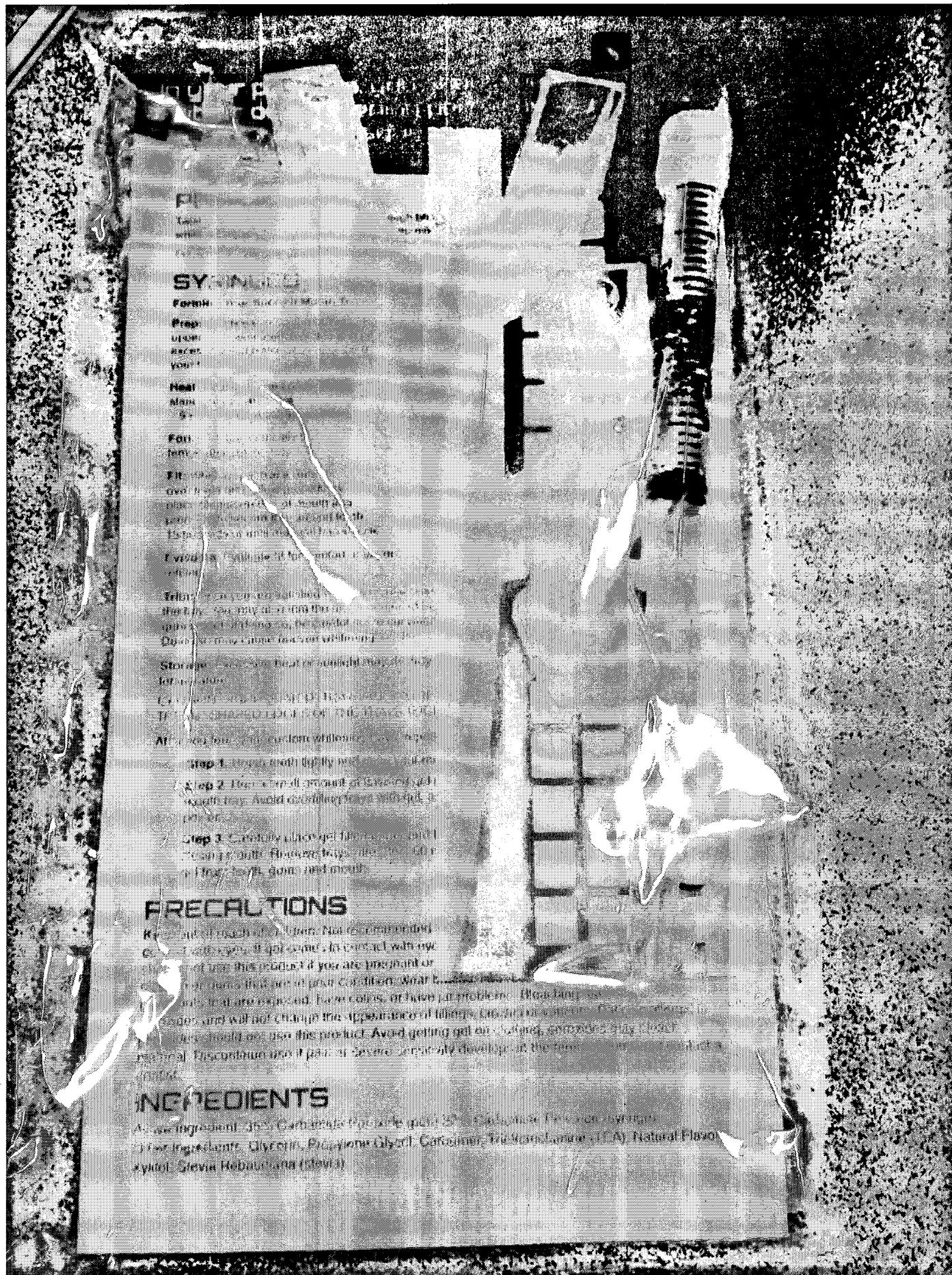
INNOVATION
FREE TRIPLET

(1) Professional Teeth Whitening Kit

Easy to Use

Professional Strength
CARBAMIDE PEROXIDE SOLUTION

TEETH WHITENING SYSTEM • HOME USE PROGRAM



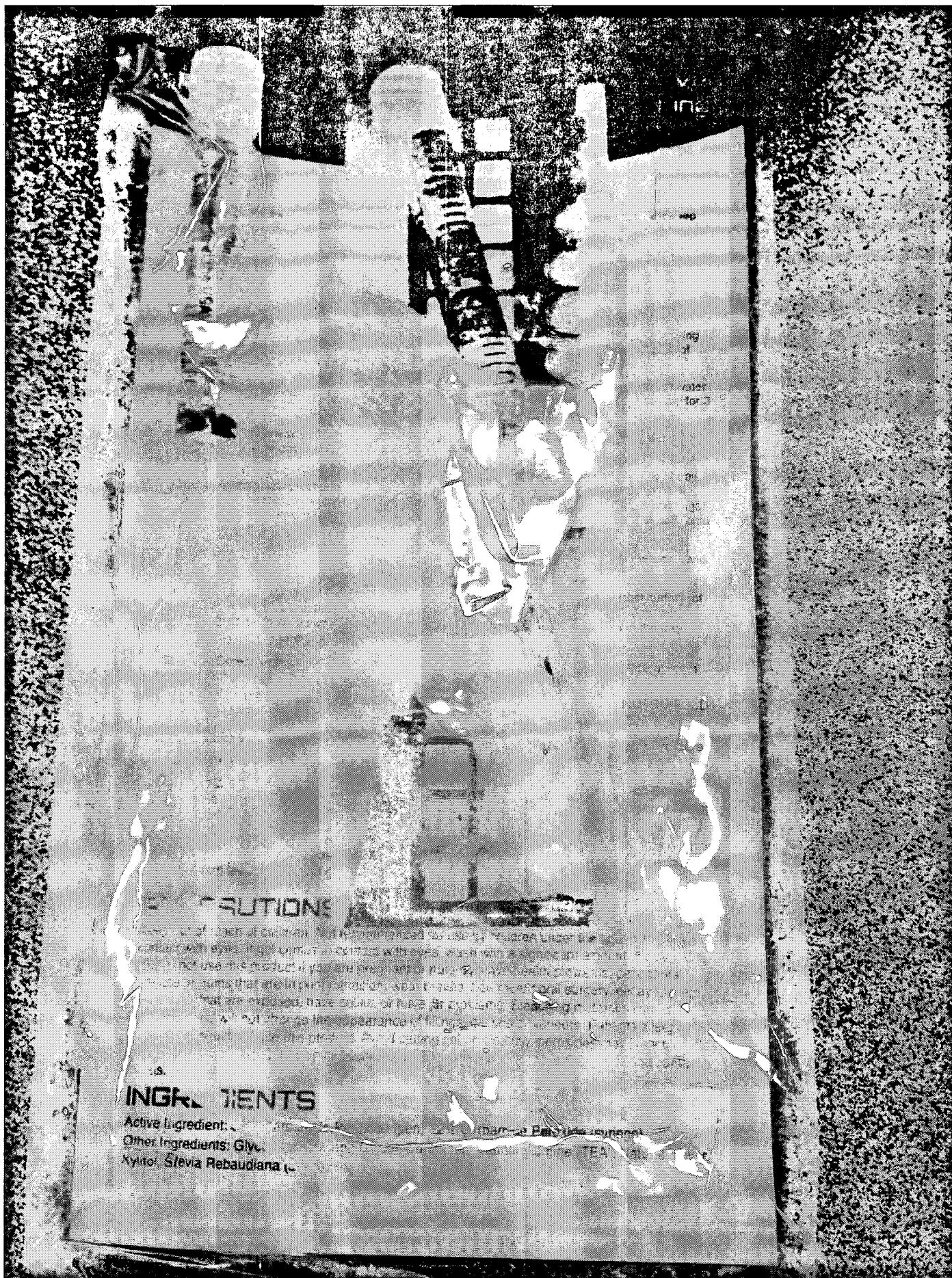
Innovation White
www.innovationwhite.com
Indianapolis, IN 877.698.3759

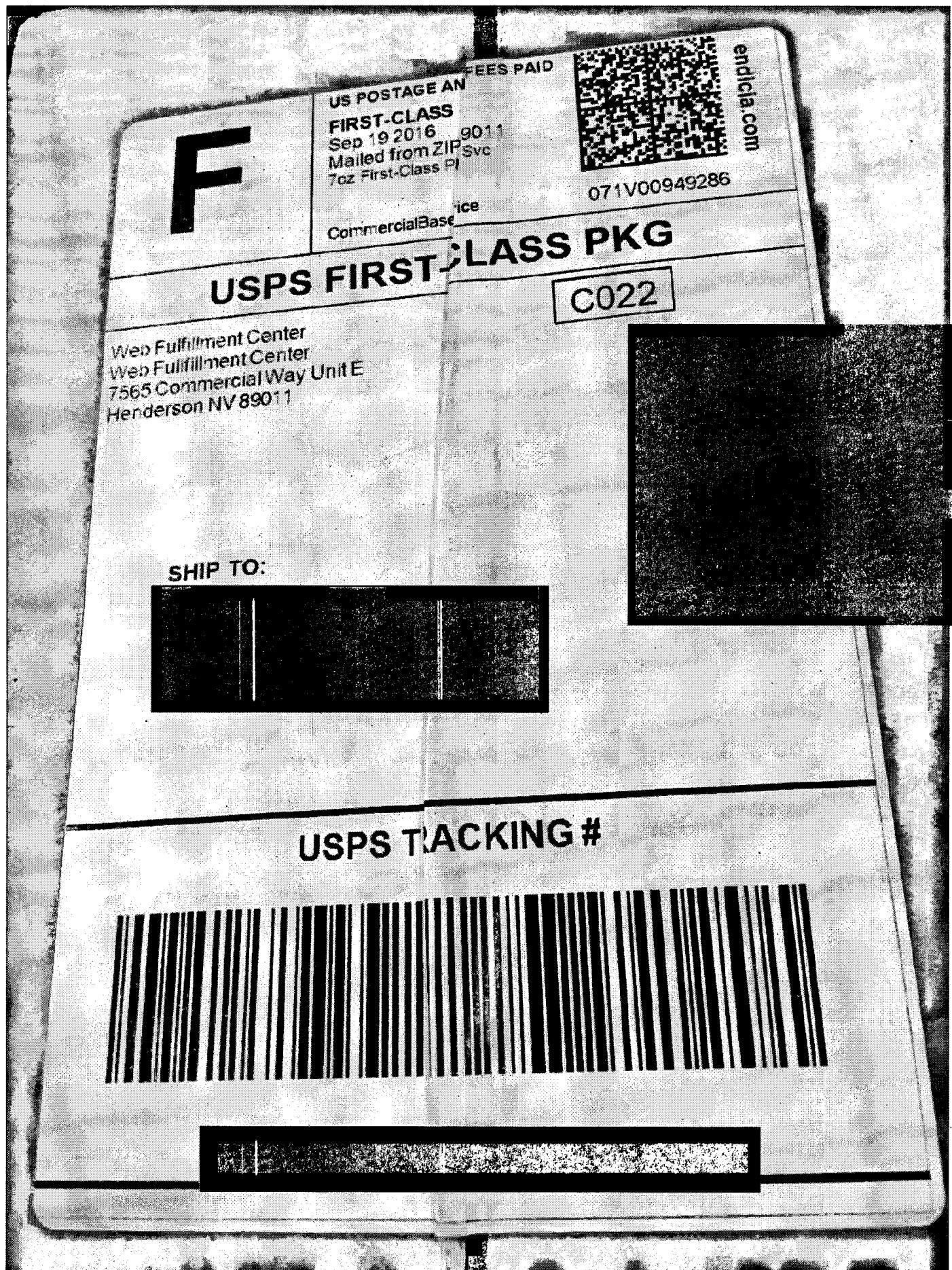
Refreshing
Mint Flavor

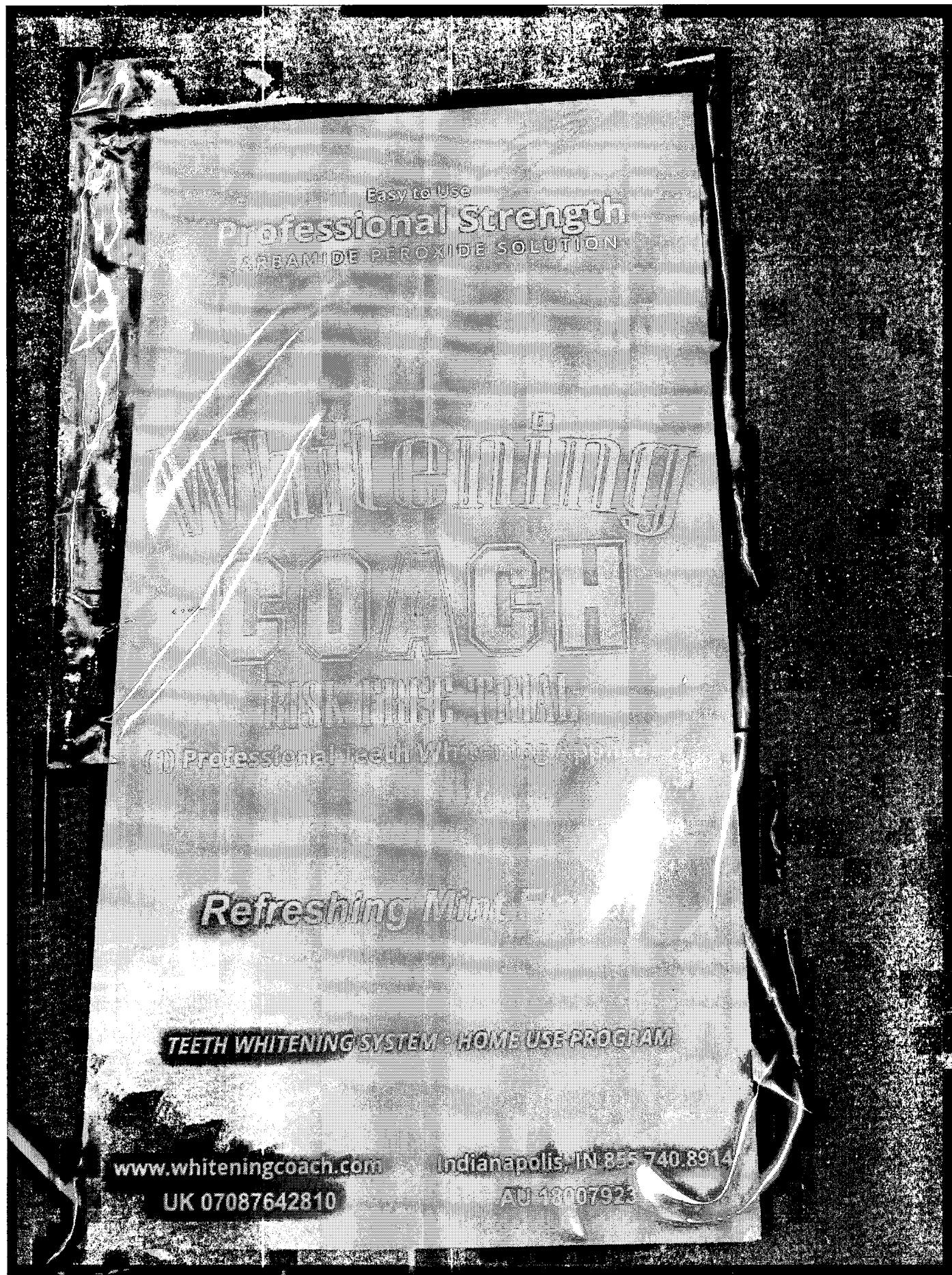
INNOVATION WHITE
COMPLETE PROGRAM
(2) Professional Teeth Whitening Applicators

Easy to Use
Professional Strength
CARBAMIDE PEROXIDE SOLUTION

TEETH WHITENING SYSTEM • HOME USE PROGRAM







IN YOUR PACKAGE, YOU SHOULD HAVE RECEIVED EITHER OUR WHITENING PEN OR OUR WHITENING TRAY/SYRINGE SYSTEM.

Pen

Twist and click base until gel extrudes through brush tip. Apply thin layer to visible teeth and keep smiling for 15 minutes. Rinse. Apply in the morning and evening, twice daily.

Do not use if pregnant or lactating. If tissue irritation occurs, wait two days and use less gel.

Syringes

Forming Your Sure-Fit Mouth Trays:

Prep: Practice placing the trays over your teeth prior to placing the trays in the hot water. Bite upper and lower teeth together and press tongue against the roof of your mouth. Practice sucking excess air and water away from the tray. When heated, this will form the trays to the contours of your teeth.

Heat: Heat water on conventional stove or in microwave until boiling. Remove from heat. Let water stand until it is no longer boiling, then immerse entire tray, except tab, in hot water (not boiling) for 3 - 5 seconds. *At 10°, tray begins to lose shape.*

Form: Lift vertically from the water and allow excess water to run off. Use finger to test temperature of the tray. **DO NOT PLACE EXTREMELY HOT TRAYS IN MOUTH.**

Fit: While warm, place Sure-Fit trays one at a time, starting with the upper teeth. Carefully fit tray over teeth and follow procedures practiced earlier. Gently bite upper and lower teeth together, place tongue on roof of mouth and suck excess air and water away from tray. If desired, use finger pressure to secure tray around teeth to ensure a tight fit. After set, leave in mouth for an additional 15 seconds or until material has sufficiently cooled enough to retain its shape.

Evaluate: Evaluate fit for comfort. If under-heated, the tray can be reheated for 2 - 3 seconds and re-fit.

Trim: Once you are satisfied with the fit, use scissors to trim the tab flush with the front surface of the tray. You may trim the upper portion of the tray (recommended) even with the margin where teeth and gum meet. Doing so, be careful not to cut where the tooth has left an impression in the tray. Doing so will ensure maximum whitening results.

Storage: Excess heat or cold may destroy the Sure-Fit trays. Store in a dry place at room temperature.

CAUTION: ONCE HEATED, THE TRAY IS EXTREMELY FLEXIBLE. BE CAREFUL NOT TO FOLD THE "U" SHAPED EDGE OF THE TRAY WHEN PLACING OVER TEETH.

After you form your custom trays, repeat the following process once a day for five days:

Step 1: Brush teeth lightly and thoroughly with water.

Step 2: Run a small amount of whitening gel into each Sure-Fit tray. A small amount will deliver maximum whitening power.

Step 3: Carefully place gel-filled upper and lower trays over teeth and bite down gently without closing mouth. If overfilling occurs and some whitening treatment, take a cotton swab and wipe off your gums and then continue rinsing all remaining gel from teeth, gums and mouth.

Precautions

Keep out of reach of children. Not recommended for use by children under the age of 14. Not recommended for use on pets. Avoid contact with eyes. If gel comes into contact with eyes, wash immediately. Do not use if you are pregnant, nursing, or have health problems, periodontal disease or gums that are in poor condition, recent oral surgery, decayed teeth, have roots that are exposed, have colitis, or have had any intestinal problems. Bleaching materials contain peroxides and will not change the appearance of veneers. Patients allergic to peroxides should not use this product. Avoid getting peroxides in your eyes. Peroxides may bleach material. Discontinue use if pain or severe sensitivity develops in your mouth and contact a dentist.

Ingredients

Active Ingredient: 35% Carbamide Peroxide (pen) 22% Carbamide Peroxide (syringe)
Other Ingredients: Glycerin, Propylene Glycol, Carbomer, Triethanolamine (TEA), Natural Flavor, Xylitol, Stevia Rebaudiana (stevia).

PX1

Ostrum Attachment N

Emails

2/7/2017

Gmail - Whitening Coach Cancellation Notice



Whitening Coach Cancellation Notice

1 message

Whitening Coach <donotreply@whiteningcoach.com>

Thu, Oct 6, 2016 at 3:38 PM

Reply-To: "donotreply@whiteningcoach.com" <donotreply@whiteningcoach.com>

To: [REDACTED]

Dear [REDACTED]

This email is being sent to confirm that your account is cancelled. You will no longer receive charges or shipments.

The Trial portion of the product is yours to keep. If you do not wish to be charged for the included Complete Program portion of the shipment, then that portion of the shipment must be returned to us unopened and undamaged by the due date below. Returns will not be recognized without an RMA number.

Your RMA number is [REDACTED]

This is valid for only one package. Your package must be received back to our warehouse before 2016-10-21 to avoid being charged \$94.31 for the Complete Program.

Please write the RMA number prominently on the outside of the shipping package. You will not receive credit if you do not use this RMA number.

Our return shipping address is:

Web Fulfillment Center

7565 Commercial Way

Unit E

Henderson, NV 89011

Please note that we process returns within 72 hours of it arriving to our warehouse.

If you should need further assistance, please contact our Customer Service Center. We're happy to assist you in any way we can.

Thank you,

Whitening Coach Customer Service Team

24 hours a day, 7 days a week

1-855-740-8914 (US Only)

2/7/2017

Gmail - Innovation White Cancellation Notice



Innovation White Cancellation Notice

1 message

Innovation White <donotreply@innovationwhite.com>

Thu, Oct 6, 2016 at 3:39 PM

Reply-To: "donotreply@innovationwhite.com" <donotreply@innovationwhite.com>

To [REDACTED]

Dear [REDACTED]

This email is being sent to confirm that your account has been cancelled. You will not receive any further shipments or charges.

A credit of \$32.25 will be issued to your credit card within 24 business hours as a special thank you for having been our customer. You do not need to return any portion of any previous shipment. Please note that it may take your Credit Card Company up to 3 business days to post the credit to your account.

Thank you,

Innovation White Customer Service Team
24 hours a day, 7 days a week
1-877-698-3759 (US Only)

PX1

Ostrum Attachment O

Credit Card Statement



Account Number	Statement Date	Total Amount Due
[REDACTED]	10/15/2016	Not an Invoice. For your records.

For telephone or address change on travel cards, please place an X in the parentheses and make the desired changes on the reverse side. ()

CITIBANK CARD

CARD STATEMENT

Previous Balance	Credits	New Charges	Total Activity
\$0.00	\$32.25	\$275.21	\$242.96

Invoice Date
10/15/2016

FOR CUSTOMER SERVICE CALL 1-800-248-4553 OR WRITE Citibank P.O. Box 6125 Sioux Falls, SD 57117
OUTS DE THE U.S. AND CANADA CALL COLLECT 804-854-7314

CARDHOLDERS SIGNATURE

APPROVING OFFICIAL SIGNATURE (Except Travel)



Account Number
[REDACTED]

Invoice Date
10/15/2016

Sale Date	Post Date	MCC Code	Reference Number	Description			Total Amount
NOTICE MEMO ITEM(S) LISTED BELOW							
10/06/2016	10/07/2016	5968	74275046280980013122957	10	WWW. INNOVATIONWHITEBRAN DS	855-801- 5839	CO
					10154897		
TOTAL AMOUNT OF MEMO ITEM(S):							\$242.96
<p>Citi is committed to the reduction of paper. Within the Commercial Cards business, you can switch to online statements now by registering your card on CitiManager at https://home.cards.citidirect.com/CommercialCard/Cards.html. Thanks to those who already access statements online, together we are saving 2,170 trees each year through this initiative alone.</p> <p>Account management made easier: Online statements & CitiManager Mobile offer 24/7 access, security, and mobility. Log in at www.citimanage.com/login and click Go Paperless under the Statement tab.</p> <p>Sign-up for email or text message alerts to know when your statement is ready to view. When on the go, access your account and recent activity through your mobile device at www.citimanage.com/mobile</p>							

Account Requests**CHANGE OF ADDRESS OR TELEPHONE NUMBER**

Street Address _____

City, State _____

ZIP _____

Home Phone _____

Business Phone _____

Payment Information

- Enclose your check or money order payable in U.S. dollars to Citibank, N.A. with this payment coupon, but do not staple or tape hem together.
Please do not send cash.
- Write your account number on the front of your check or money order.
- Please make sure the entire Citibank address appears through the window of your remittance envelope. If we receive your mailed payment in proper form at our processing facility by 5:00 p.m. Eastern Time, it will be credited as of that day.
- Payments, adjustments, and charges received after the date indicated on the front as "Statement Date" will appear on your next statement.

Mail your payment in the envelope provided, or send your payment to:

Citibank, N.A.
P.O. Box 78025
Phoenix, AZ 85062-8025

You may send your payment via overnight mail to:

Citibank, N.A.
Attn: Payment Processing Center 78025
1820 E. Sky Harbor Circle South STE 150
Phoenix, AZ 85034

Account Inquiries

In case of error or questions about your bill: If you think the Billing Statement is incorrect, or if you need more information about a transaction, write to us on a separate sheet at the address specified on the front of this statement as soon as possible. Please notify us no later than 60 days after the date of the bill on which the error or problem first appeared. Disputed amounts may be deducted from "Total Payments Due" after you notify CITI of disputed items.

In the letter, please give us the following information:

- Your name and account number. For Centrally Billed Accounts, please include the Agency name and individual account number.
- The dollar amount of the suspected error.
- Describe the error and explain the reason for the error; if more information is needed about an item, please describe it to us.
- Merchant disputes:** If the Agency or Cardholder was unsuccessful in attempting to resolve a problem with a merchant concerning the quality of goods or services purchased with the CITI Government card, we may be able to help if we are notified in writing within 60 days of the date of the charge.
- In the letter to us, please explain in detail the dispute and the results of the attempt to resolve it with the merchant. The letter must include the amount involved, **and must be signed by the individual Cardholder. We will notify you of the results of our efforts.**
- If you returned merchandise and received a credit slip which has not yet been posted, please allow 30 days from the date it was issued. If it has not been posted to the Account by then, forward a copy of the credit slip to us at the billing dispute address specified on the front of the statement. Along with the copy of the credit slip, please include a letter (**signed by the individual Cardholder**) stating that credit was not received. If a credit slip was not issued, please request one from the merchant. If the merchant refuses, please write to us and explain the details.

- On non-disputed or any other matter shown by CITI not to be in error, CITI may charge the Agency or Cardholder the fee specified in the Cardholder Account Agreement for each copy of any document the Agency or Cardholder requests, such as duplicated periodic statements, transaction slips, and the like.
- Please save your charge receipt.
- Mail billing inquiries to:**

Citibank, N.A.
PO Box 6125
Sioux Falls, SD 57117-6125

- Telephone inquiries through CITI Customer Service, 24 hours a day, 7 days a week:**
- Toll-free:** 1-800-790-7206
- Call Collect:** 904-954-7850

Information about your CITI Government Card Account

Report Lost or Stolen Card Immediately: Our telephone lines are open every day, 24 hours a day. Call the Customer Service number listed here or specified on the front of the statement immediately (day or night). After you notify us, you will not be liable for any unauthorized use of your Card.

From within the Continental U.S.:
Toll-free: 1-800-790-7206
From outside the Continental U.S.:
Call Collect: 904-954-7850

PX1

Ostrum Attachment P

Emails

2/1/2017

Gmail - Action Pro White Order Number [REDACTED] Confirmation



Action Pro White Order Number [REDACTED] Confirmation

1 message

Action Pro White <donotreply@actionprowhite.com>
Reply-To: "donotreply@actionprowhite.com" <donotreply@actionprowhite.com>
To: [REDACTED]

Wed, Feb 1, 2017 at 4:13 PM

Thank You for Your Trial Order

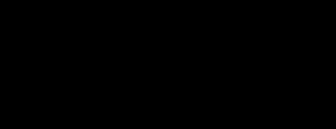
Congratulations! Your Web-Only Trial has already been rushed to you.

Please keep this email because it contains important information regarding your order.

Ordered From:

Order Date: 02/01/2017
Action Pro White
7565 Commercial Way, Unit E
Henderson, NV 89011
1-877-230-5694
<https://www.actionprowhite.com>

Bill To:



Ship To:



Product Information

Action Pro White Trial Fee \$1.03
Shipping \$3.87
Processing \$0.00
Tax \$0.00
Total \$4.90

Terms and Conditions of How the Offer Works, Returns and Refund Policy,
Privacy Policy and Contact Information:

You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card, you cannot use the credit card of another person. By paying the total listed above, you will receive a 10 day trial of Action Pro White™ Teeth Whitening Syringes.

We'll enter you into our Action Pro White Pro White Club. With the Pro White Club you'll get a package of Action Pro White Teeth Whitening Syringes so you can maintain your whiter teeth. (10) days from the date of order processing, unless you decide to take an action to cancel (by calling our customer service center at 1-877-230-5694 or www.ActionProWhite.com), we'll conveniently bill your credit card \$92.13 for the full 30 day Action Pro White System. Plus, you'll also get a package of Action Pro White Teeth Whitening Syringes about every 30 days. All this at the same monthly in-home price you paid for the original Action Pro White System plus \$10.91 in shipping, conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "Prowhite8772818914".

2/1/2017

Gmail - Action Pro White Order Number [REDACTED] Confirmation

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at 1-877-230-5694 or by visiting the Easy Cancel link on our website or via written correspondence to:

- Action Pro White
- 7565 Commercial Way, Unit E
- Henderson, NV 89011

If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of the Action Pro White System in order to ensure you will not be billed (please see our no-hassle product return policy below for details) for the complete treatment. Return Shipping fees on returned Web-Only Trial package will be reimbursed on request and with documentation of shipping price after the package has been received up to a maximum of \$4.95

By clicking on the box or button at the time of order and accepting the How The Offer Works conditions (or agreeing to the terms during the course of a telecenter call), you are providing an electronic or verbal authorization of a charge to your credit or debit card under the Electronic Funds Transfer act.

Every day Action Pro White customers use our product, and quickly attain the whiter teeth they deserve.

We reserve the right to **lower** the price of the monthly supply in the trial shipment or subsequent shipment orders in the Pro White Club, provided we notify you via email of a price change.

Action Pro White often sponsors its customers for membership in Beautyis.com. Beautyis.com is a comprehensive health and beauty site which sells myriad health and beauty products online at the guaranteed lowest prices available. Membership typically runs \$10.00 per year, but Action Pro White often chooses to sponsor its customers for membership on this site. As a member, you will get a \$10.00 gift card credit which you can use at the site as well as a free lifetime membership (paid for by Action Pro White).

If you have been selected by Action Pro White to be a sponsored member, you will be notified via email by Action Pro White and by Beautyis.com.

By participating in this risk free trial, you consent to Action Pro White sponsoring your membership, providing your name, address, phone number and other such personal information (not your credit card number) to Beautyis.com and allowing Beautyis.com to email you various offers and newsletter information.

Action Pro White®'s No-Hassle Product Return Policy

You can cancel in these easy ways; go to our website and click on the Easy Cancel Button at the top of the page or call our customer service center at 1-877-230-5694 or via written correspondence to:

- Action Pro White
- 7565 Commercial Way, Unit E
- Henderson, NV 89011

We are open 24 Hours / 7 Days a Week.

If you cancel during the Web-Only Trial introduction offer, you will be given 15 days from the day you cancel to return the unopened, unused Complete Program portion of the Pro White Club in order to ensure you will not be billed for the Complete Program. If you return the Complete Program and it is unopened with its seal intact and in good, marketable condition without package blemishes, you will not be charged for the product.

For subsequent shipments in the Pro White Club, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. You must take affirmative action to avoid further billing. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. If the product needs to be either destroyed (seal or packaging was broken or torn) or repackaged (it is returned in a non-marketable condition), then a \$19.60 destruction/repackaging fee will be charged to your credit card.

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only Trial shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA number must be written on the package in order for a credit to be issued. All shipping charges on non-trial shipments are the responsibility of the customer. Although you can return product from an ongoing Pro White Club shipment, you cannot return product from the Web-Only Trial once the Web-Only Trial has elapsed and you have been billed for the product.

2/1/2017

Gmail - Action Pro White Order Number [REDACTED] Confirmation

Customers who cancel during the trial period and return the product are eligible to receive a refund on the Initial Trial fee, as well as initial shipping costs.

Customers purchasing Action Pro White through an incentive web site (qualifying for, as an example, a Free IPAD® through a third party advertiser) and initiating a cancel before the initial product shipment has been received by the customer, will result in disqualification for your free gift.

If you have any questions about our policy, please email us at CustomerService@ActionProWhite.com. We will get back to you within one business day.

Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy and Contact Information:

You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card - you cannot use the credit card of another person. By paying the total listed above, you will receive a 10 day trial of Action Pro White™ Teeth Whitening Syringes.

We'll also enter you into our Action Pro White Pro White Club. With the Pro White Club you'll get a package of Action Pro White Teeth Whitening Syringes so you can maintain your whiter teeth. (10) days from the date of order processing, and unless you decide to take an action to cancel (by calling our customer service center at 1-877-230-5694 or www.ActionProWhite.com), we'll conveniently bill your credit card \$92.13 for the full 30 day Action Pro White System. The cancellation and return policy is described in detail below. Plus, you'll also get a package of Action Pro White Teeth Whitening Syringes about every 30 days for the same monthly in-home price you paid for the original Action Pro White System plus \$10.91 in shipping, all conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "Prowhite8772818914".

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at 1-877-230-5694 or by visiting the Easy Cancel link on our website (as explained in detail below) or via written correspondence to:

- Action Pro White
- 7565 Commercial Way, Unit E
- Henderson, NV 89011

If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of the Action Pro White System in order to ensure you will not be billed (please see our no-hassle product return policy below for details) for the complete treatment. Return Shipping fees on returned Web-Only Trial package will be reimbursed on request and with documentation of shipping price after the package has been received up to a maximum of \$4.95.

By clicking on the box or button at the time of order and accepting the How The Offer Works conditions (or agreeing to the terms during the course of a telecenter call), you are providing an electronic or verbal authorization of a charge to your credit or debit card under the Electronic Funds Transfer act.

Every day Action Pro White customers use our product, and quickly attain the whiter teeth they deserve.

We reserve the right to lower the price of the monthly supply in the trial shipment or subsequent shipment orders in the Pro White Club, provided we notify you via email of a price change.

Action Pro White often sponsors its customers for membership in Beautyis.com. Beautyis.com is a comprehensive health and beauty site which sells myriad health and beauty products online at the guaranteed lowest prices available. Membership typically runs \$10.00 per year, but Action Pro White often chooses to sponsor its customers for membership on this site. As a member, you will get a \$10.00 gift card credit which you can use at the site as well as a free lifetime membership (paid for by Action Pro White).

If you have been selected by Action Pro White to be a sponsored member, you will be notified via email by Action Pro White and by Beautyis.com.

By participating in this risk free trial, you consent to Action Pro White sponsoring your membership, providing your name, address, phone number and other such personal information (not your credit card number) to Beautyis.com and allowing Beautyis.com to email you various offers and newsletter information.

Action Pro White®'s No-Hassle Product Return Policy

You can cancel in these easy ways; go to our website and click on the Easy Cancel Button at the top of the page or call our customer service center at 1-877-230-5694 or via written correspondence to:

2/1/2017

Gmail - Action Pro White Order Number [REDACTED] Confirmation

- Action Pro White
- 7565 Commercial Way, Unit E
- Henderson, NV 89011

We are open 24 Hours / 7 Days a Week.

If you cancel during the Web-Only Trial introduction offer, you will be given 15 days from the day you cancel to return the unopened, unused Complete Program portion of the Pro White Club in order to ensure you will not be billed for the Complete Program. If you return the Complete Program and it is unopened with its seal intact and in good, marketable condition without package blemishes, you will not be charged for the product.

For subsequent shipments in the Pro White Club, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. You must take affirmative action to avoid further billing. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. If the product needs to be either destroyed (seal or packaging was broken or torn) or repackaged (it is returned in a non-marketable condition), then a \$19.60 destruction/repackaging fee will be charged to your credit card.

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only Trial shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA number must be written on the package in order for a credit to be issued. All shipping charges on non-trial shipments are the responsibility of the customer. Although you can return product from an ongoing Pro White Club shipment, you cannot return product from the Web-Only Trial once the Web-Only Trial has elapsed and you have been billed for the product.

Customers who cancel during the trial period and return the product are eligible to receive a refund on the Initial Trial fee, as well as initial shipping costs.

Customers purchasing Action Pro White through an incentive web site (qualifying for, as an example, a Free IPAD® through a third party advertiser) and initiating a cancel before the initial product shipment has been received by the customer, will result in disqualification for your free gift.

If you have any questions about our policy, please email us at CustomerService@ActionProWhite.com. We will get back to you within one business day.

Terms and Conditions for Using the Information On This Site

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

Terms of Using This Site

This web site is owned and operated by Action Pro White and contains material which is derived in whole or in part by Action Pro White and its partners and manufacturers. The following are terms of a legal agreement between you, the user of the website, and Action Pro White.

By accessing, browsing and/or using this site, you acknowledge that you have read, understood, and agree to be bound by these terms and the terms of the Privacy Policy and to comply with all applicable laws and regulations. If you do not agree to these terms, do not use this Site. The material provided on this Site is protected by law, including, but not limited to, United States Copyright law, State of Arizona Law, and international treaties.

Copyright

All Web site design, text, graphics, the selection and arrangement thereof, and all software Copyright © 2017, Action Pro White. ALL RIGHTS RESERVED. Permission is granted to electronically copy and to print in hard copy portions of this Web site for the sole purpose of placing an order with Action Pro White, using this Web site as a shopping vehicle, and for purposes of consulting with a health care practitioner. Any other use of materials on this Web site-including reproduction for purposes other than noted above, modification, distribution, or replication-without the prior written permission of Action Pro White is strictly prohibited.

Trademark

Action Pro White web pages, and all page headers, custom graphics and button icons are service marks, trademarks, and/or trade dress of Action Pro White. All other trademarks, product names and company names or logos cited herein are the property of their respective owners.

Arbitration and Waiver of Class Action

2/1/2017

Gmail - Action Pro White Order Number [REDACTED] Confirmation

If you purchase or participate in a trial for Action Pro White in the United States (including its possessions and territories) or any other location, you and Action Pro White agree that any dispute, claim or controversy arising out of or relating in any way to the Action Pro White products or services, these Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy, Contact Information Terms and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Action Pro White are each waiving the right to a trial by jury or TO PARTICIPATE IN A CLASS ACTION. If this arbitration clause is determined to be unenforceable, you agree that all claims will be handled and brought in small claims court. This arbitration provision shall survive termination of this Agreement and the termination of your Action Pro White membership.

If you elect to seek arbitration or file a small claim court action, you must first send to Action Pro White, by certified mail, a written Notice of your claim ("Notice"). The Notice to Action Pro White must be addressed to: General Counsel, Action Pro White, LLC., 7565 Commercial Way, Unit E, Henderson, NV 89012 ("Notice Address"). If Action Pro White initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by Action Pro White, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Action Pro White and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Action Pro White may commence an arbitration proceeding or file a claim in small claims court.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. You may download or copy a form Notice and a form to initiate arbitration at www.adr.org. If you are required to pay a filing fee, after Action Pro White receives notice at the Notice Address that you have commenced arbitration, Action Pro White will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event the parties will be equally responsible for filing fees.

The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement.

Unless Action Pro White and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence.

If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Action Pro White's last written settlement offer made before an arbitrator was selected (or if Action Pro White did not make a settlement offer before an arbitrator was selected), then Action Pro White will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

The arbitrator will be selected pursuant to the AAA Rules.

YOU AND Action Pro White AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR, OR ITS, INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Action Pro White agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. THE ARBITRATOR MAY NOT AWARD EITHER PARTY PUNITIVE DAMAGES. UNLESS PROHIBITED BY THE AAA RULES, THE ARBITRATOR SHALL AWARD THE PREVAILING PARTY ITS REASONABLE ATTORNEY'S FEES AND COSTS, BUT IN ANY CASE NOT TO EXCEED \$5,000, WHICH FOR THE PURPOSE OF THIS AGREEMENT IS MUTUALLY AGREED TO BE THE HIGHEST LEVEL OF REASONABLE ATTORNEY FEES.

Disclaimer

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Warning

We will try to place the proper warnings and product interactions throughout this web site, but inevitably we will fail to cover all subject matter. That is why it is imperative that you speak with your dental and primary health care practitioner before buying or using products sold by Action Pro White or any other company. Each person is different, and the way each person reacts to a particular product may be significantly different from each another. **YOU SHOULD ALWAYS SEEK THE ADVICE OF A PROFESSIONAL BEFORE USING ANY COSMETIC PRODUCT AND YOU SHOULD ALWAYS INFORM YOUR PHARMACY AND PHYSICIAN OF ITS USE.**

Use of this Site

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We do not warrant and shall have no liability regarding information provided in this site regarding recommendations for any and all dental health purposes.

SMS, Wireless and Other Mobile Offerings

Some of the services that we provide will result in sending an SMS, wireless or other mobile offering to your cell phone. These should be obvious in the context of the offering at the time you sign up. By signing up, you are agreeing to receive these mobile offerings. You understand that your wireless carrier's standard rates apply to these messages. To unsubscribe or discontinue SMS messages, send "STOP", "END", "QUIT" to the SMS text message you have received. This process impacts only the future delivery of the particular SMS message offering, so you must send that message for each offering. This will not affect offerings sent on behalf of third parties.

Other

This agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to choice of law rules. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

Contacting the Web Site

If you have any questions about the practices of this site or your dealings with this Web site, you can contact CustomerService@ActionProWhite.com. or call us Toll Free at 1-877-230-5694 or via written correspondence to

- Action Pro White
- 7565 Commercial Way, Unit E
- Henderson, NV 89011

with any suggestions! Our Customer Service Team is available 24/7.

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Smile Pro Direct Order Number [REDACTED] Confirmation

1 message

Smile Pro Direct <donotreply@smileprodirect.com>
Reply-To: "donotreply@smileprodirect.com" <donotreply@smileprodirect.com>
To: [REDACTED]

Wed, Feb 1, 2017 at 4:06 PM

Thank You for Your Trial Order

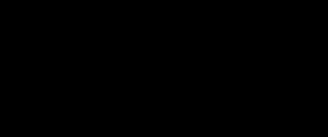
Congratulations! Your Web-Only Trial has already been rushed to you.

Please keep this email because it contains important information regarding your order.

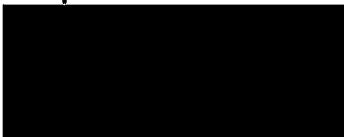
Ordered From:

Order Date: 02/01/2017
Smile Pro Direct
7565 Commercial Way, Unit E
Henderson, NV 89011
1-866-221-1656
<https://www.smileprodirect.com>

Bill To:



Ship To:



Product Information

Smile Pro Direct Trial Fee \$1.03
Shipping \$3.87
Processing \$0.00
Tax \$0.00
Total \$4.90

Terms and Conditions of How the Offer Works, Returns and Refund Policy,
Privacy Policy and Contact Information:

You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card, you cannot use the credit card of another person. By paying the total listed above, you will receive a 8 day trial of Smile Pro Direct™ Teeth Whitening Pens.

We'll enter you into our Smile Pro Direct Constant Dazzler Club. With the Constant Dazzler Club you'll get a package of Smile Pro Direct Teeth Whitening Pens so you can maintain your whiter teeth. (8) days from the date of order processing, unless you decide to take an action to cancel (by calling our customer service center at 1-866-221-1656 or www.SmileProDirect.com), we'll conveniently bill your credit card \$94.31 for the full 30 day Smile Pro Direct System. Plus, you'll also get a package of Smile Pro Direct Teeth Whitening Pens about every 30 days. All this at the same monthly in-home price you paid for the original Smile Pro Direct System plus \$10.91 in shipping, conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "TASMILE*PRO8664415234".

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Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at 1-866-221-1656 or by visiting the Easy Cancel link on our website or via written correspondence to:

- Smile Pro Direct
- 7565 Commercial Way, Unit E
- Henderson, NV 89011

If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of the Smile Pro Direct System in order to ensure you will not be billed (please see our no-hassle product return policy below for details) for the complete treatment. Return Shipping fees on returned Web-Only Trial package will be reimbursed on request and with documentation of shipping price after the package has been received up to a maximum of \$4.95

By clicking on the box or button at the time of order and accepting the How The Offer Works conditions (or agreeing to the terms during the course of a telecenter call), you are providing an electronic or verbal authorization of a charge to your credit or debit card under the Electronic Funds Transfer act.

Every day Smile Pro Direct customers use our product, and quickly attain the whiter teeth they deserve.

We reserve the right to lower the price of the monthly supply in the trial shipment or subsequent shipment orders in the Constant Dazzler Club, provided we notify you via email of a price change.

Smile Pro Direct often sponsors its customers for membership in Beautyis.com. Beautyis.com is a comprehensive health and beauty site which sells myriad health and beauty products online at the guaranteed lowest prices available. Membership typically runs \$10.00 per year, but Smile Pro Direct often chooses to sponsor its customers for membership on this site. As a member, you will get a \$10.00 gift card credit which you can use at the site as well as a free lifetime membership (paid for by Smile Pro Direct).

If you have been selected by Smile Pro Direct to be a sponsored member, you will be notified via email by Smile Pro Direct and by Beautyis.com.

By participating in this risk free trial, you consent to Smile Pro Direct sponsoring your membership, providing your name, address, phone number and other such personal information (not your credit card number) to Beautyis.com and allowing Beautyis.com to email you various offers and newsletter information.

Smile Pro Direct®'s No-Hassle Product Return Policy

You can cancel in these easy ways; go to our website and click on the Easy Cancel Button at the top of the page or call our customer service center at 1-866-221-1656 or via written correspondence to:

- Smile Pro Direct
- 7565 Commercial Way, Unit E
- Henderson, NV 89011

We are open 24 Hours / 7 Days a Week.

If you cancel during the Web-Only Trial introduction offer, you will be given 15 days from the day you cancel to return the unopened, unused Complete Program portion of the Constant Dazzler Club in order to ensure you will not be billed for the Complete Program. If you return the Complete Program and it is unopened with its seal intact and in good, marketable condition without package blemishes, you will not be charged for the product.

For subsequent shipments in the Constant Dazzler Club, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. You must take affirmative action to avoid further billing. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. If the product needs to be either destroyed (seal or packaging was broken or torn) or repackaged (it is returned in a non-marketable condition), then a \$19.60 destruction/repackaging fee will be charged to your credit card.

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only Trial shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA number must be written on the package in order for a credit to be issued. All shipping charges on non-trial shipments are the responsibility of the customer. Although you can return product from an ongoing Constant Dazzler Club shipment, you cannot return product from the Web-Only Trial once the Web-Only Trial has elapsed and you have been billed for the product.

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Customers who cancel during the trial period and return the product are eligible to receive a refund on the Initial Trial fee, as well as initial shipping costs.

Customers purchasing Smile Pro Direct through an incentive web site (qualifying for, as an example, a Free IPAD® through a third party advertiser) and initiating a cancel before the initial product shipment has been received by the customer, will result in disqualification for your free gift.

If you have any questions about our policy, please email us at CustomerService@SmileProDirect.com. We will get back to you within one business day.

Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy and Contact Information:

You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card - you cannot use the credit card of another person. By paying the total listed above, you will receive a 8 day trial of Smile Pro Direct™ Teeth Whitening Pens.

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All charges associated with this transaction will appear on your bill under the name: "TASMILE*PRO8664415234".

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at 1-866-221-1656 or by visiting the Easy Cancel link on our website (as explained in detail below) or via written correspondence to:

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If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of the Smile Pro Direct System in order to ensure you will not be billed (please see our no-hassle product return policy below for details) for the complete treatment. Return Shipping fees on returned Web-Only Trial package will be reimbursed on request and with documentation of shipping price after the package has been received up to a maximum of \$4.95.

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Terms of Using This Site

This web site is owned and operated by Smile Pro Direct and contains material which is derived in whole or in part by Smile Pro Direct and its partners and manufacturers. The following are terms of a legal agreement between you, the user of the website, and Smile Pro Direct.

By accessing, browsing and/or using this site, you acknowledge that you have read, understood, and agree to be bound by these terms and the terms of the Privacy Policy and to comply with all applicable laws and regulations. If you do not agree to these terms, do not use this Site. The material provided on this Site is protected by law, including, but not limited to, United States Copyright law, State of Arizona Law, and international treaties.

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Arbitration and Waiver of Class Action

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If you purchase or participate in a trial for Smile Pro Direct in the United States (including its possessions and territories) or any other location, you and Smile Pro Direct agree that any dispute, claim or controversy arising out of or relating in any way to the Smile Pro Direct products or services, these Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy, Contact Information Terms and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Smile Pro Direct are each waiving the right to a trial by jury or TO PARTICIPATE IN A CLASS ACTION. If this arbitration clause is determined to be unenforceable, you agree that all claims will be handled and brought in small claims court. This arbitration provision shall survive termination of this Agreement and the termination of your Smile Pro Direct membership.

If you elect to seek arbitration or file a small claim court action, you must first send to Smile Pro Direct, by certified mail, a written Notice of your claim ("Notice"). The Notice to Smile Pro Direct must be addressed to: General Counsel, Smile Pro Direct, LLC., 7565 Commercial Way, Unit E, Henderson, NV 89012 ("Notice Address"). If Smile Pro Direct initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by Smile Pro Direct, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Smile Pro Direct and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Smile Pro Direct may commence an arbitration proceeding or file a claim in small claims court.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. You may download or copy a form Notice and a form to initiate arbitration at www.adr.org. If you are required to pay a filing fee, after Smile Pro Direct receives notice at the Notice Address that you have commenced arbitration, Smile Pro Direct will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event the parties will be equally responsible for filing fees.

The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement.

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Limitation of Liability: Purchase and Use of Products

Smile Pro Direct shall have no liability to you as a publisher of information, or reseller of any products or vendor services, including, without limitation, any liability for any defective products. SMILE PRO DIRECT MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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We do not warrant and shall have no liability regarding information provided in this site regarding recommendations for any and all dental health purposes.

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